

ORIGINAL

BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

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JUN 19 1998

In re Applications of

**TRINITY BROADCASTING OF
FLORIDA, INC.**

For Renewal of License of Station
WHFT(TV), Channel 45, Miami, Florida

GLENDAL BROADCASTING COMPANY

For a Construction Permit for a New TV
Station on Channel 45, Miami, Florida

AND

**TRINITY CHRISTIAN CENTER OF SANTA
ANA, INC.**

For Renewal of License of Station
WHSB(TV), Channel 63, Monroe, Georgia

GLENDAL BROADCASTING COMPANY

For a Construction Permit for a New TV
Station on Channel 63, Monroe, Georgia

AND

**TRINITY CHRISTIAN CENTER OF SANTA
ANA, INC.**

For Renewal of License of Station KTVB(TV),
Channel 40, Santa Ana, California

MARAVILLAS BROADCASTING COMPANY

For a Construction Permit for a New TV Station
on Channel 40, Santa Ana, California

) **MM Docket No. 93-75**

) **File No. BRCT-911001LY**

) **File No. BPCT-911227KE**

) **MM Docket No. 93-156**

) **File No. BRCT-911129KR**

) **File No. BPCT-920228KE**

) **File No. BRCT-930730KF**

) **File No. BPCT-931028KS**

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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SIMON T)	File No. BPCT-931101KF
)	
For a Construction Permit for a New TV Station)	
on Channel 40, Santa Ana, California)	
)	
AND)	
)	
NATIONAL MINORITY T.V., INC.)	File No. BRCT-911004KI
)	
For Renewal of License of Station)	
KNMT(TV), Channel 24, Portland, Oregon)	
)	
MARAVILLAS BROADCASTING COMPANY)	File No. BPCT-931230KF
)	
For a Construction Permit for a New TV Station)	
on Channel 24, Portland, Oregon)	
)	
AND)	
)	
TRINITY BROADCASTING OF NEW YORK, INC.)	File No. BRCT-940202KE
)	
For Renewal of License of Station WTBY(TV),)	
Channel 54, Poughkeepsie, New York)	
)	
MARAVILLAS BROADCASTING COMPANY)	File No. BPCT-940426KG
)	
For a Construction Permit for a New TV Station)	
on Channel 54, Poughkeepsie, New York)	
)	
AND)	
)	
TRINITY BROADCASTING OF TEXAS, INC.)	File No. BRCT-930402KH
)	
For Renewal of License of TV Station)	
KDTX(TV), Channel 58, Dallas, Texas)	

TO: The Commission

**JOINT RESPONSE TO THE MASS MEDIA BUREAU'S
CONSOLIDATED COMMENTS ON JOINT REQUESTS
FOR APPROVAL OF SETTLEMENT AGREEMENT**

The undersigned parties, comprising all of the private parties in the captioned proceedings, hereby jointly respond to the *Mass Media Bureau's Consolidated Comments on Joint Request for Approval of Settlement Agreement* filed May 18, 1998, and the June 16, 1998 *Mass Media Bureau's Comments on Joint Request for Approval of Settlement Agreement* (jointly "Bureau Comments"). For the reasons noted below, and as specified in the several Joint Requests for Approval of Settlement Agreements filed April 13, 1998, and June 1, 1998, the public interest supports grant of the Settlement Agreements.

I. THE BUREAU'S COMMENTS

1. While the Bureau notes it objects to the Joint Requests insofar as they seek grant of Trinity's license renewal application for WHFT(TV), Miami, Florida, it does so without reference to its own ambivalence on that score,^{1/} or any argument or discussion of the litany of good cause and public interest facts and circumstances in support of approval of settlement.^{2/} The

^{1/} In its August 15, 1994 Proposed Findings of Fact and Conclusions of Law (¶¶ 55, 310-11) in the renewal proceeding for WHFT(TV), Miami (MM Docket No. 93-75), the Bureau had concluded that "the evidence does not support a conclusion that [Dr. Paul] Crouch, TBN, or NMTV intended to deceive the Commission," and the Bureau argued the WHFT(TV) renewal should be granted. That position changed in the post-ID pleadings. However, Trinity has submitted that the premise on which the Bureau based its change of position is unsupported by the record, and untenable. See, Trinity's August 20, 1996 Motion to Vacate, pp. 59-76.

^{2/} See, for example, the 23-page Joint Request of Trinity, NMTV and Glendale/Maravillas, specifically pages 17-19, noting Trinity's reliance on statements made by Commissioners and agency staff, and the Bureau's agreement that the law concerning minority preferences in low power television applications permitted the structure that counsel for Trinity recommended.

Bureau then offers two technical comments on the Settlement Agreements explaining "in the event, however, that the Commission resolves the basic qualifications question in Trinity's favor, the following analysis of the various Settlement Agreements is offered." (Bureau Comments, para. 2).

2. First, the Bureau believes the LULAC Settlement Agreement should be modified so that LULAC members or persons related to members may not administer the "equal opportunity grant" fund. To address this issue, and remove any concern, LULAC has designated who the recipients of the grants will be. The recipients are the Mexican American Legal Defense Educational Fund, Rainbow/PUSH Coalition, Hispanic Foundation for the Arts, Southwest Voter Registration, U.S. Hispanic Leadership Institute, Center for Human Rights and Constitutional Law, Puerto Rican Legal Defense Fund, Inter Cultural Development Research Association, Catholic Legal Immigration Network, Inc., and La Fundacion Educativa para la Libre Seleccion de Escuelas, Inc., all of which are recognized community organizations, independent of LULAC and its administering members or any persons related thereto. Attached as Exhibit A is an Amendment to the LULAC Settlement Agreement awarding the "equal opportunity grants" to these organizations. With this designation the substance of the Bureau's Comments on this issue is resolved, and the Commission may determine at this point that the award of grants to these organizations is appropriate. In addition, by identifying those who will receive grants at this point, there is no opportunity for any conflict of interest or private inurement to arise in connection with the administration of the "equal opportunity grants" by LULAC or its members.

3. The second question raised by the Bureau focused on the "forbearance" language in the Trinity, NMTV and Glendale/Maravillas Settlement Agreement (paragraph 9 of said

agreement). The Bureau asks whether the forbearance provision of the Settlement Agreement serves the public interest, citing Nirvana Radio Broadcasting Corporation, 4 FCC Rcd. 2778 (Rev. Bd. 1989). While noting that the D.C. District Court in Barnstead Broadcasting Corporation v. Offshore Broadcasting Corporation, 77 R.R.2d 76 (D.D.C., 1994), seemingly ruled that the kind of forbearance understanding found in the Trinity, NMTV and Glendale/Maravillas Settlement Agreement is acceptable, it nevertheless believes it appropriate for the Commission to decide which rationale from these two cases it will follow in this instance.

4. To address the Bureau's concern, Trinity, NMTV and Glendale/Maravillas have entered into the attached Amendment to Settlement Agreement (Exhibit B) providing for a new paragraph 9, now referred to as "Provisions Regarding Future Filings Against Trinity and NMTV." This language is nearly identical with language the Bureau approved in Scripps Howard Broadcasting Company, 10 FCC Rcd. 5461 (ALJ, 1995), and which resolved an initial objection by the Bureau similar to the one it has raised here. Specifically, in Scripps Howard the Bureau did not object to forbearance language which did not prohibit any party to the agreement from filing a "declaratory statement" bringing relevant information to the Commission's attention, "so long as the statement does not object, formally or informally, to the grant of an application." Id. at ¶ 58. Moreover, while the term of the forbearance clause approved in Scripps Howard was for ten years, Trinity, NMTV and Glendale/Maravillas have here agreed to reduce their term to eight years, the length of time of a standard license term. The parties respectfully submit that

these changes address the Bureau's concerns, and fully comply with settlements approved in other comparative renewal contexts.^{3/}

II APPROVAL OF THE SETTLEMENT AGREEMENTS IS IN THE PUBLIC INTEREST

A. Settlement Fulfills the Requirements of § 311(d) of the Act, and Would Resolve Five of the Eight Remaining Comparative Renewal Cases

5. As explained in detail in the April 13, 1998 Joint Request, settlement of these contested cases is in the public interest. Moreover, on June 1, 1998 Trinity and Simon T/40 Broadcasting, Inc. (collectively "40 Broadcasting") filed their Joint Request for Approval of Settlement Agreement which will result in dismissal of the remaining competing applicant in the channel 40, Santa Ana, California renewal proceeding involving KTBN-TV. The submission of the Simon T/40 Broadcasting Settlement Agreement, in conjunction with the previously filed Settlement Agreements, universally resolves, subject to Commission approval, all proceedings involving Trinity and its competing applicants. Approval of these settlements will resolve five of the remaining eight comparative renewal proceedings.^{4/} and enhance the public interest by avoiding time consuming and costly litigation, as well as saving scarce Commission resources.

^{3/} This same change has also been made in the forbearance language in the Settlement Agreement between Trinity and Simon T/40 Broadcasting, Inc., resolving the matter as raised in the Bureau's June 16, 1998 Comments. See Exhibit C. Concerning the LULAC, NAACP and SALAD Settlement Agreements, each already permits the filing of materials involving the public interest areas they are concerned with, employment discrimination, EEO matters, and alien ownership issues. No change was therefore believed necessary.

^{4/} In its Notice of Proposed Rulemaking, MM Docket No. 97-234, GC Docket No. 92-52 and GEN Docket No. 9-264, FCC 97-396, para. 101 (rel. November 26, 1997), the Commission noted that as of September 30, 1997 there were only "eight" comparative renewal proceedings pending.

6. As with the Glendale/Maravillas and LULAC/NAACP/SALAD Settlement Agreements, the Simon T/40 Broadcasting Settlement Agreement complies with Commission Rule 73.3523 and the holding of EZ Communications, Inc., 12 FCC Rcd. 3307, 3308 (1997) (comparative renewal proceeding presents special case supporting waiver of the payment limitation rule, and waiver furthers the public interest). All of the Settlement Agreements, including Simon T/40 Broadcasting's agreement, comply with Section 311(d) of the Communications Act, 47 U.S.C. § 311(d), which governs the Commission's disposition of settlement agreements proposed by a renewal applicant and its challengers. Specifically, Section 311(d) provides that the Commission shall approve such a settlement agreement if the Commission determines that (1) the agreement is consistent with the public interest, convenience and necessity; and (2) no party to the agreement filed its application for the purpose of reaching or carrying out such agreement. The Commission's previous ruling in EZ Communications furthers that statutory guideline, and is applicable in this instance.

B. Resolution of Comparative Renewal Cases Has Been Prevented Due to Circumstances Beyond the Control of the Parties

7. As the Commission acknowledged in previously waiving the payment restrictions of Rule 73.3523(b)(1) in 1995, final resolutions of comparative renewal proceedings have been frozen due to circumstances beyond the control of the parties. Public Notice, "FCC Freezes Comparative Proceedings," 9 FCC Rcd. 1055 (1994); FCC Public Notice, "Modification of FCC Comparative Proceedings Freeze Policy," 9 FCC Rcd. 6689 (1994). This remains the case today, and even though the Commission released its Notice of Proposed Rulemaking in MM Docket No.

97-234, FCC 97-397, released November 26, 1997 ("NPRM"), the time for a decision in that proceeding, and resolution of the inevitable appeals of such decision, still is likely years away.

C. The 1996 Changes to the Communications Act Support Approval of Settlement

8. The Telecommunications Act of 1996 added a new section 309(k) to the Communications Act, prohibiting the Commission from considering competing applications against a renewal application. Accordingly, approval of the settlement agreements will not encourage further competing applications since no such opportunity any longer exists. To now resolve most of the remaining comparative renewal proceedings will, however, save countless public resources.

D. There is "good cause" to Approve the Settlements

9. As noted in Broadcast Renewal Applicants, 55 R.R. 2d 708, 716-17 (1989), settlement of ongoing litigation is to be favored. In the absence of abuse, settlements are "efficient," "preserve funds for service to the public," and permit the "conservation of unlimited administrative resources." Id. The universal settlement among all the private parties in the various above captioned cases precisely meets these "good cause" criteria, and supports approval and waiver of the settlement rules.

E. Approval of Settlement will Permit a Recognized Service to the Public to Continue

10. As noted by the Bureau in its Proposed Findings of Fact and Conclusions of Law, paras. 140-206, 312-319, Trinity's Miami station "performs valuable community service," with important levels of non-entertainment, public affairs, and community service programs. Trinity and NMTV submit that they have exceptionally strong records for providing public service, non-

entertainment programming and outreach missions that address and meet society's greatest needs by distributing food and clothing to the homeless and disadvantaged, and fighting drug addiction, substance abuse, crime, suicide, and hopelessness and despair. Trinity and NMTV believe these needs are met with programs which provide prayer, and prevention and counseling guidance. Trinity and NMTV also contend they have pioneered effective outreach and instructional programming designed for children to teach and impart substantive, spiritual, and moral principles and skills, and much more. Allowing the continuation of this important and noteworthy service clearly advances the public interest.

III. CONCLUSION

For the above reasons, and for the reasons provided in the April 13, 1998 Joint Requests and the June 1, 1998 Joint Request between Trinity and Simon T/40 Broadcasting, it is respectfully submitted that Commission approval is warranted.

Respectfully submitted,

**TRINITY CHRISTIAN CENTER OF
SANTA ANA, INC.**

**TRINITY BROADCASTING OF FLORIDA,
INC.**

**TRINITY BROADCASTING OF NEW
YORK, INC.**

**TRINITY BROADCASTING OF TEXAS,
INC.**

By: Howard A. Topel
Howard A. Topel, Esq.
Their Counsel

Fleischman and Walsh, L.L.P.
1400 16th Street, N.W.
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(202) 939-7900

SIMON T/40 BROADCASTING, INC.

By: _____
Irving Gastfreund, Esq.
Its Counsel

Kaye, Scholer, Fierman, Hays & Handler,
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(202) 682-3500

Respectfully submitted,

**TRINITY CHRISTIAN CENTER OF
SANTA ANA, INC.**

**TRINITY BROADCASTING OF FLORIDA,
INC.**

**TRINITY BROADCASTING OF NEW
YORK, INC.**

**TRINITY BROADCASTING OF TEXAS,
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By: _____
Howard A. Topel, Esq.
Their Counsel

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-10-

NATIONAL MINORITY T.V., INC.

By: Kathryn R. Schmeltzer
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**CALIFORNIA STATE CONFERENCE OF
BRANCHES OF THE NATIONAL
ASSOCIATION FOR THE
ADVANCEMENT OF COLORED PEOPLE**

**ALASKA/OREGON/WASHINGTON STATE
CONFERENCE OF BRANCHES OF THE
NATIONAL ASSOCIATION FOR THE
ADVANCEMENT OF COLORED PEOPLE**

**LEAGUE OF UNITED LATIN AMERICAN
CITIZENS**

**SPANISH AMERICAN LEAGUE AGAINST
DISCRIMINATION**

By: _____
David E. Honig, Esq.
Their Counsel

3636 16th Street, N.W., Suite B-366
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(202) 332-7005

NATIONAL MINORITY T.V., INC.

By: _____
Kathryn R. Schmeltzer, Esq.
Its Counsel

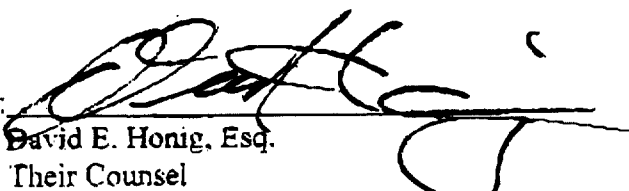
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CONFERENCE OF BRANCHES OF THE
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**LEAGUE OF UNITED LATIN AMERICAN
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**SPANISH AMERICAN LEAGUE AGAINST
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By: 
David E. Honig, Esq.
Their Counsel

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(202) 332-7005

GLENDAL E BROADCASTING COMPANY

**MARAVILLAS BROADCASTING
COMPANY**

By: 

Gene A. Bechtel, Esq.
Their Counsel

Bechtel & Cole, Chartered
1901 L Street, N.W., Suite 250
Washington, D.C. 20036
(202) 833-4190

June 19, 1998

EXHIBIT A

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment ("Amendment") is made this ____ day of June, 1998 by and among the League of United Latin American Citizens, including its state and local affiliates ("LULAC"), Trinity Christian Center of Santa Ana, Inc. d/b/a Trinity Broadcasting Network ("Trinity"); Trinity Broadcasting of Texas, Inc. ("Trinity-Texas"); and National Minority Television, Inc. ("NMTV"). All of these entities are collectively referred to as the "Parties".

RECITALS

WHEREAS, on April 13, 1998, the Parties filed with the Federal Communications Commission ("FCC") an agreement (the "Settlement Agreement") which is intended to resolve longstanding litigation involving the parties (the "LULAC/Trinity/NMTV Litigation");

WHEREAS, Section 1 of the Settlement Agreement provides, inter alia, that "Trinity and NMTV in such portions as they shall allocate will provide the sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00) (the "National Endowment") to endow a series of grants to nonprofit organizations (the "Grantees") to promote the increased participation of people of color in the attainment of the American dream, particularly through opportunities to share in ownership, control, management and contracting in the media and other businesses and industries, and to participate as administrators, teachers and students in public and private education. The means used by Grantees will include public education, research and coalition-building";

-2-

WHEREAS, Section 1 of the Settlement Agreement provided that the Grantees would be selected by "a committee composed of senior members of the LULAC Board of Directors"; that LULAC, and any organization affiliated with LULAC, as well as numerous individuals related to LULAC and other organizations (the "Restricted Persons") "may not, directly or indirectly, receive any funds derived from the National Endowment"; and that "[i]f prior FCC approval of specific grants is required, the Committee will obtain such prior FCC approval of any grant it wishes to make";

WHEREAS, on May 18, 1998 the Mass Media Bureau ("Bureau") of the FCC filed its "Consolidated Comments on Joint Requests for Approval of Settlement Agreement" ("Consolidated Comments") in which the Bureau expressed its view that "because the Trinity/LULAC 'equal opportunity grants' fund will be administered by senior members of [LULAC], the Bureau is concerned that substantial sums could be made readily available to organization members, thereby resulting in the indirect receipt of consideration in excess of that organizations' expenses....The Bureau's concern in this regard is not alleviated by the provision which calls for FCC approval of specific grants inasmuch as this agency should not become mired in the administration of such a fund. Accordingly...the Bureau objects to the grant provision of the Trinity/LULAC agreement so long as that fund is administered by LULAC members or any persons related thereto";

-3-

WHEREAS, wishing to reform the Settlement Agreement to satisfy the Bureau's objection to Section 1 of the Settlement Agreement, the Parties have agreed that the Equal Opportunity Grants will be made directly to qualified nonprofit organizations (the "Grantees"), each of which has agreed to abide by each of the representations in Section 1, including the representations relating to the uses of the funds and the strict exclusion of direct and indirect benefits to Restricted Persons;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Settlement Agreement and in this Amendment and intending to be bound, the Parties amend the Settlement Agreement as follows, it being agreed that this Amendment does not change any provision of the Settlement Agreement not specifically amended below, and it being also agreed that those sections of the Settlement Agreement, including sections 2, 3, and 5-15 thereof, which govern, construe and implement the Settlement Agreement, shall also govern, construe and implement this Amendment:

1. **Amendment to Section 1 of Settlement Agreement**

The third and fourth paragraphs of Section 1 of the Settlement Agreement are STRICKEN, and are REPLACED with the following:

-4-

"The Grantees are identified the schedule below. None of the Grantees is an affiliate, subsidiary, chapter or parent of LULAC or is in any other way related to or controlled by LULAC. Each Grantee is long established and nationally respected, and operates in good standing as a nonprofit organization. Each Grantee has agreed to accept its Equal Opportunity Grant in the amount specified in the schedule below, and has agreed to abide by each of the representations in Section 1, including the representations relating to the uses of the funds and the strict exclusion of direct and indirect benefits to Restricted Persons.

<u>Organization</u>	<u>Grant</u>
Mexican American Legal Defense Educational Fund	\$ 500,000
Rainbow/PUSH Coalition	300,000
Hispanic Foundation for the Arts	100,000
Southwest Voter Registration	200,000
U.S. Hispanic Leadership Institute	100,000
Center for Human Rights and Constitutional Law	200,000
Puerto Rican Legal Defense Fund	100,000
Inter Cultural Development Research Association	100,000
Catholic Legal Immigration Network, Inc. (CLINIC)	100,000
La Fundación Educativa para la Libre Selección de Escuelas, Inc. (Puerto Rican Foundation)	100,000
<u>TOTAL</u>	\$1,800,000"

2. Amendment to Section 4 of Settlement Agreement

After the conclusion of Section 4 of the Settlement Agreement the following sentence is ADDED:

-5-

"The escrow agent for LULAC will deliver an Equal Opportunity Grant from his escrow account to a Grantee upon receiving written confirmation that the Grantee remains in good standing as a nonprofit organization and that it continues to agree to abide by each of the representations in Section 1 of the Settlement Agreement."

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment effective as of the date first written above.

LEAGUE OF UNITED LATIN AMERICAN CITIZENS

By: _____

Belen Robles
President

**TRINITY CHRISTIAN CENTER OF SANTA ANA,
INC. d/b/a/ TRINITY BROADCASTING
NETWORK**

By: _____

Name: _____
Title: _____

TRINITY BROADCASTING OF TEXAS, INC.

By: _____

Name: _____
Title: _____

NATIONAL MINORITY TELEVISION, INC.

By: _____

Name: _____
Title: _____

FROM : LAW OFFICE
05/17/1998 16:45 2028351369

PHONE NO. : 915-542 2341
PENA & ASSOCIATES

Jun. 18 1998 10:33AM P6
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-5-

"The escrow agent for LULAC will deliver an Equal Opportunity Grant from his escrow account to a Grantee upon receiving written confirmation that the Grantee remains in good standing as a nonprofit organization and that it continues to agree to abide by each of the representations in Section 1 of the Settlement Agreement."

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment effective as of the date first written above.

LEAGUE OF UNITED LATIN AMERICAN CITIZENS

By:

Helena Robles
Helena Robles
President

6-18-98

TRINITY CHRISTIAN CENTER OF SANTA ANA,
INC. d/b/a/ TRINITY BROADCASTING
NETWORK

By:

Name:
Title:

TRINITY BROADCASTING OF TEXAS, INC.

By:

Name:
Title:

NATIONAL MINORITY TELEVISION, INC.

By:

Name:
Title:

-5-

"The escrow agent for LULAC will deliver an Equal Opportunity Grant from his escrow account to a Grantee upon receiving written confirmation that the Grantee remains in good standing as a nonprofit organization and that it continues to agree to abide by each of the representations in Section 1 of the Settlement Agreement."

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment effective as of the date first written above.

LEAGUE OF UNITED LATIN AMERICAN CITIZENS

By: Belen Robles
President

TRINITY CHRISTIAN CENTER OF SANTA ANA, INC. d/b/a/ TRINITY BROADCASTING NETWORK

By: Penelope Hickey
Name:
Title:

TRINITY BROADCASTING OF TEXAS, INC.

By: Penelope Hickey
Name:
Title:

NATIONAL MINORITY TELEVISION, INC.

By: _____
Name:
Title:

-5-

"The escrow agent for LULAC will deliver an Equal Opportunity Grant from his escrow account to a Grantee upon receiving written confirmation that the Grantee remains in good standing as a nonprofit organization and that it continues to agree to abide by each of the representations in Section 1 of the Settlement Agreement."

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Amendment effective as of the date first written above.

LEADER OF UNITED LATIN AMERICAN CITIZENS

By:

 Felix Siles
 President

TRINITY CHRISTIAN CENTER OF NEWARK, NJ,
 INC. d/b/a/ TRINITY BROADCASTING
 NETWORK

By:

 Name:
 Title:

TRINITY BROADCASTING OF NEWARK, INC.

By:

 Name:
 Title:

NATIONAL MINORITY ^{TV} TELEVISION, INC.

By:

 Name:
 Title: *James P. Duff President*

EXHIBIT B

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment is made as of June 16, 1998 by and among Trinity Broadcasting of Florida, Inc. ("TBF"), Trinity Christian Center of Santa Ana, Inc. ("TBN"), Trinity Broadcasting of New York, Inc. ("TBNY") (TBF, TBN and TBNY are collectively referred to as "Trinity"), National Minority T.V., Inc. ("NMTV"), Glendale Broadcasting Company ("Glendale"), Maravillas Broadcasting Company ("Maravillas"), and George F. Gardner, individually, James C. Gates, individually, and the James C. Gates Charitable Remainder Trust, James C. Gates, Trustee, the stockholders of Glendale and Maravillas ("Stockholders"). All of these entities and individuals are collectively referred to herein as the "Parties."

RECITALS

Whereas, on March 16, 1998 the Parties entered into the Settlement Agreement ("Settlement Agreement") attached hereto as Exhibit 1, which is intended to resolve longstanding litigation involving the Parties; and

Whereas, on April 13, 1998 the Parties filed the Settlement Agreement with the Federal Communications Commission ("FCC") for its approval, and on May 18, 1998 the Mass Media Bureau ("Bureau") of the FCC filed its "Consolidated Comments on Joint Request for Approval of Settlement Agreement" ("Bureau Comments") raising an issue of whether paragraph 9 of the Settlement Agreement, "Forbearance of future filings against Trinity and NMTV" ("Forbearance Clause") was in the public interest, and noting that there was an apparent conflict between certain FCC and court holdings on the question; and

Whereas, the Parties wish to amend the Forbearance Clause of their Settlement